

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII
LEGAL AD DATE: May 29, 1997
INVITATION FOR BIDS
NO. IFB-97-244-OHMK
SEALED BIDS
FOR
FURNISHING AND DELIVERING
NOTEBOOK COMPUTERS ON
OAHU, HAWAII, MAUI, AND KAUAI

will be received up to and opened at 2:00 p.m.

on

June 12, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416,
Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Mr. Grant Turner at
telephone (808) 586-0565, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-97-244-OHMK

Name of Company

BIDDER INFORMATION

PROOF OF BIDDER AS AN AUTHORIZED SERVICE CENTER

Bidder will attach proof that the bidder, or their designated service center, is authorized to perform service on the items proposed.

SUPPORT STAFF

The bidder shall enter below the names, addresses, and phone numbers of local support staff:

MARKETING REPRESENTATIVE -

Name: _____

Business Address: _____

Current Phone: _____

AUTHORIZED SERVICE PERSONNEL -

Name: _____

Business Address: _____

Current Phone: _____

ADDRESS TO SEND PURCHASE ORDER FOR ORDERS -

Ordering Address: _____

Current Phone: _____

PROCEDURE TO CALL FOR CORRECTIVE MAINTENANCE -

Procedure: _____

Current Phone: _____

CLIENT REFERENCES

The bidder is required to supply the State with names, addresses and telephone numbers of three companies for which the bidder has supplied products and services that are similar to those being requested in this IFB. All work for these references must have been performed within the past two (2) years, preferably in the State of Hawaii. The State reserves the right to contact any of the listed companies or agencies to inquire about bidder's equipment and services.

1. Client Name: _____

 Client Address: _____

 Contact Person: _____

 Current Phone: _____
2. Client Name: _____

 Client Address: _____

 Contact Person: _____

 Current Phone: _____
3. Client Name: _____

 Client Address: _____

 Contact Person: _____

 Current Phone: _____

SPECIFICATIONS

All Notebook computers shall include the following standard equipment:

PORTS:

Serial, UART 16550
Enhanced Parallel Port
External Keyboard
PS/2 Mouse port
Video, 15-pin

VIDEO:

Local Bus video with 1MB RAM
Internal Display: 800 x 600/256 colors
External Display: VESA, SVGA

PCMCIA:

Two Type II or
One Type III

BATTERY & AC ADAPTER:

NiMH or Lithium

SOFTWARE: Windows '95, Installed

MODEL ONE

Model One computers shall include the following standard equipment:

- a. Processor : Pentium 120 MHz
- b. RAM : 16MB installed, expandable to 40MB
- c. Display : 11.3" min., Dual-Scan Passive-Matrix Color
- d. Drives : 1.44MB-3.5" Floppy, internal
800MB Hard Disk Drive
- e. Pointing Device : Trackball/Trackpad/Touchpad/Pointing Stick
- f. Size: : 12.0" x 10.5" x 2.0" max.
- g. Weight : 7.0 lbs. max. (with battery)

MODEL TWO

Model Two computers shall include the following standard equipment:

- a. Processor : Pentium 133 MHz
- b. RAM : 16MB installed, expandable to 40MB
- c. Display : 11.3" min., Dual-Scan Passive-Matrix Color
- d. Drives : 1.44MB-3.5" Floppy, internal
800MB Hard Disk Drive
- e. Pointing Device : Trackball/Trackpad/Touchpad/Pointing Stick
- f. Size: : 12.0" x 9" x 2.0" max.
- g. Weight : 7.0 lbs. max. (with battery)

MODEL THREE

Model Three computers shall include the following standard equipment:

- a. Processor : Pentium 133 MHz
- b. RAM : 16MB installed, expandable to 40MB
- c. Display : 11.3" min., Dual-Scan Passive-Matrix Color
- d. Drives : 1.44MB-3.5" Floppy, internal
800MB Hard Disk Drive
- e. Pointing Device : Pointing Stick
- f. Size: : 12.0" x 9" x 2.0" max.
- g. Weight : 7.0 lbs. max. (with battery)

MODEL FOUR

Model Four computers shall include the following standard equipment:

- a. Processor : Pentium 133 MHz
- b. RAM : 16MB installed, expandable to 40MB
- c. Display : 11.3" min., Dual-Scan Passive-Matrix Color
- d. Drives : 1.44MB-3.5" Floppy, internal or external
800MB Hard Disk Drive
- e. Pointing Device : Trackball/Trackpad/Touchpad/Pointing Stick
- f. Size: : 12.0" x 9" x 2.0" max.
- g. Weight : 5.5 lbs. max. (with battery)

MODEL FIVE

Model Five computers shall include the following standard equipment:

- a. Processor : Pentium 150 MHz
- b. RAM : 16MB installed, expandable to 40MB
- c. Display : 11.3" min., Dual-Scan Passive-Matrix Color
- d. Drives : 1.44MB-3.5" Floppy, internal
800MB Hard Disk Drive
- e. Pointing Device : Trackball/Trackpad/Touchpad/Pointing Stick
- f. Size: : 12.5" x 9" x 2.0" max.
- g. Weight : 7.0 lbs. max. (with battery)

MODEL SIX

Model Six computers shall include the following standard equipment:

- a. Processor : Pentium 150 MHz
- b. RAM : 16MB installed, expandable to 80MB
- c. Display : 11.3" min., Active-Matrix Color
- d. Drives : 1.44MB-3.5" Floppy, internal
800MB Hard Disk Drive
- e. Pointing Device : Trackball/Trackpad/Touchpad/Pointing Stick
- f. Size: : 12.5" x 9" x 2.0" max.
- g. Weight : 7.0 lbs. max. (with battery)

MODEL SEVEN

Model Seven computers shall include the following standard equipment:

- a. Processor : Pentium 166 MHz
- b. RAM : 16MB installed, expandable to 40MB
- c. Display : 11.3" min., Dual-Scan Passive-Matrix Color
- d. Drives : 1.44MB-3.5" Floppy, internal
800MB Hard Disk Drive
- e. Pointing Device : Trackball/Trackpad/Touchpad/Pointing Stick
- f. Size: : 12.5" x 9" x 2.0" max.
- g. Weight : 7.0 lbs. max. (with battery)

Note: All designated sizes listed in these model specifications are minimums and larger sizes will be acceptable, (i.e., bidding 2GB hard disk drive for an item asking for 1GB hard disk drive is acceptable, or bidding an active-matrix screen where only a passive-matrix screen is specified).

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Notebook Computers for the State of Hawaii on the islands of Oahu, Hawaii, Maui, and Kauai, as specified herein, shall be in accordance with these Special Provisions, Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 and at the DAGS District Offices on the neighbor islands.

TERM OF CONTRACT

Term of contract shall be for the six (6) month period beginning July 1, 1997 and ending December 31, 1997. The contract may be extended by mutual agreement without the necessity of rebidding for up to three (3) additional six (6) month periods provided that the contract price for the extended period shall remain the same or lower.

STATE'S COMMITMENT

In return for prices submitted, State agencies of the Executive Branch of the State of Hawaii will purchase all of their requirements of the items listed herein from the successful low bidder. However, if the quality level or product design of listed items are not suited to an agency's purpose, an exception to this commitment may be granted to such agency by the Chief Procurement Officer of the State Procurement Office.

QUANTITIES

Quantities listed herein are estimates for the initial period. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller quantities at the bid prices quoted. For this reason, bidder is advised to bid only regular stock items to avoid inventory hardships arising from stocking items for State use only.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority to sell a product. If there is a question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product that meets the requirements of this IFB and the price submitted is the lowest price bid, the contract will be awarded to that bidder.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an

offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

OFFER FORM, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Bid price shall be based on delivery to destination to designated agencies statewide and shall include all applicable costs and taxes except for the Hawaii General Excise Tax, currently 4%. The amount of General Excise Tax may be added to the invoice as a separate line item and shall not exceed the current rate.

Offer Guarantee. A bid security deposit is NOT required for this IFB.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Brand Name and Number. All bidders must identify the exact brand or manufacturer name and exact product model number, order number or other identifier(s) of each product offered. Failure to do so or the inclusion of remarks such as "as specified" may result in rejection of the item bid. If additional space is needed to provide complete product identification, bidders may attach a separate sheet for that purpose. If any of the called for elements of product information are missing from the bidder's proposal, the State will be unable to determine whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Copies of Proposal. Bidder shall submit one (1) original and two (2) copies of the bid proposal.

LOCAL OFFICE REQUIRED

During the term of this contract, and any extension, contractor shall maintain an office in the State of Hawaii with an inventory of spare parts sufficient for maintaining and repairing equipment sold under this contract. Additionally, Contractor shall have available, within two weeks of agency request, a sample of the equipment offered herein for inspection and demonstration.

METHOD OF AWARD

Award, if any, will be made to the responsive and responsible bidder submitting the lowest Total Bid Price for each model. Bidder may bid on any or all models.

EXECUTION OF CONTRACT

Formal written contract(s) and performance and payment bonds (Section 3.3 and 3.4 of the General Terms and Conditions) will NOT be required for awards made in response to this IFB.

Successful bidder will receive a Notice of Award to which will be attached a State Procurement

SPECIAL PROVISIONS

SP-3

Office price list showing the item(s) which the respective bidder has been awarded. This method of award does not waive compliance with Specifications, Special Provisions, and the General Terms and Conditions of the IFB.

SYSTEM DESCRIPTIONS, INFORMATION, AND BROCHURES

Bidder shall supply brochures, specification literature, and/or technical and other reference manuals for all of the items bid to verify that the equipment offered conforms to the IFB specifications. Bidder shall indicate which pages in the brochures demonstrate that the proposed items meet the specifications. Failure to submit such material may be cause for rejection of bid.

Other brochures and/or specification literature not otherwise required by this IFB shall be submitted upon request. If requested, such brochures and/or specifications shall be delivered within two (2) business days of the request.

MANUFACTURER'S PRICE LISTS AND TECHNICAL DOCUMENTATION REQUIRED

It shall be the Contractor's responsibility to provide the State with current manufacturer catalogs and current manufacturer component list price sheets on a monthly basis, as published by the manufacturer, for the duration of the contract and any extension. The catalogs and price lists shall be sent to the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, HI 96813.

PRICING INFORMATION AND ADJUSTMENT

No price increase will be allowed during the contract term or extension, however in the event of a general price decline, the State will be entitled to reductions given to similar customers. Contractor shall notify the State within five (5) business days of any price decline.

AUTHORIZED SERVICE AND REPAIR

Bidder will attach proof that they, or their designated service center (subcontractor) in the State of Hawaii, is authorized to perform service on the items proposed.

WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this IFB, or doubts as to the meaning of specifications, special provisions, general terms and conditions, or evaluation and selection must be communicated in writing to:

State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, Hawaii 96813
Attn: Mr. Grant Turner
Fax: (808) 586-0570

Bidder may provide its express mail service account number so that responses may be sent to

bidder with minimum delay. Every effort will be made to ensure that responses are available in a timely basis, however, the State is not responsible for bidder's late receipt of responses to written questions due to carrier delays.

ORDERING

The equipment and/or options required from time to time during the period of this contract by the several departments, agencies, boards and commissions of the Executive Branch of the State shall be ordered in writing from the Contractor on Purchase Order forms supplied for that purpose by the State. Delivery shall be made on any such order within the number of calendar days specified in the IFB.

DELIVERY AND ACCEPTANCE

Delivery. The Contractor must deliver all products ordered on the purchase order to the specified location within 30 calendar days after Contractor's receipt of the purchase order.

Acceptance. The purchasing agency must accept or reject the system within ten (10) calendar days after delivery or final installation of the system.

If the Contractor cannot meet the scheduled delivery time, the Contractor must notify the purchasing agency of the reasons for the delay and make arrangements for a later delivery. The user agency may waive the required delivery time if the delay is reasonable or beyond the control of the Contractor. The determination of whether the delay is reasonable or beyond the control of the Contractor is within the sole discretion of the purchasing user agency.

QUALITY

Equipment furnished under this IFB shall be new, currently in manufacture, and with warranties applicable to new equipment. All equipment supplied shall be labeled and/or embossed with the manufacturer's name, logo, serial number, and/or part number. It shall be free from defects which may render it unfit to use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon it by the contract.

The ordering agency may, at any time, by written order, stop the delivery of equipment not conforming to these specifications. Such stop order shall not relieve the Contractor of its obligation to complete its work within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

LIQUIDATED DAMAGES

Liquidated damages are fixed at the sum of TWENTY DOLLARS (\$20.00) for each and every work day the Contractor delays in the completion of any item of its contract after the required date of said completion.

SPECIAL PROVISIONS

WARRANTY

The items furnished herein shall be guaranteed by the Contractor for a minimum period of one (1) year from acceptance by the State, or as guaranteed by the manufacturer, whichever is longer. The warranty shall protect the State user agency against defects resulting from the use of defective or inferior materials, against defects resulting from negligent workmanship, and against all design and manufacturing defects.

Contractor shall replace or repair any defective workmanship and/or materials with equal or better parts at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

Only parts that are manufacturer authorized as to not void the warranty shall be used in warranty repair. All parts shall be of new manufactured condition. Reconditioned parts will not be acceptable.

Response Time Required for Corrective Maintenance Requests.

- I. Response Time:** The Contractor(s) shall acknowledge receipt of any call for corrective service within TWO (2) hours.
- II. Resolution Time:** Contractor shall have ten (10) calendar days to complete warranty repairs and return the equipment to the State user agency. Contractor shall be responsible for all shipping and associated costs. If the problem cannot be resolved within the times indicated, the Contractor must inform the user agency of the reasons for the delay and provide an estimated completion time.

INVOICING

Contractor shall forward an original and three copies of the invoice directly to the ordering agencies.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended. The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

SALES REPORT

Within thirty (30) days after the end of the contract period, the Contractor shall submit a written report to the State Procurement Office, indicating the total quantity purchased by State agencies for each item awarded. Item numbers and item descriptions shall be listed in order as it appears in the IFB. Additional reports may be required. If requested, the Contractor shall provide a sales

report within thirty (30) days after request.

FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in this contract in accordance with terms and conditions herein. If a Contractor is unable to deliver products under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the contract price quoted. It shall be the Contractor's responsibility to obtain such substitute. In the event a Contractor consistently needs to substitute or refuse to substitute products, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

OFFER FORM - OAHU, HAWAII, MAUI, KAUAI

The following bid is hereby submitted for Notebook computers as described herein:

Model No.	MAKE & MODEL NUMBER	UNIT BID PRICE (\$)	Qty	TOTAL BID PRICE (\$)
Model One		\$	40	\$
Model Two			25	
Model Three			15	
Model Four			15	
Model Five			20	
Model Six			15	
Model Seven			20	